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PLEASE REPLY TO  
 NEW YORK OFFICE

January 8, 2001

## BY HAND

Honorable Viktor V. Pohorelsky  
 United States District Court  
 Eastern District of New York  
 Brooklyn Courthouse  
 225 Cadman Plaza East  
 Brooklyn, New York 11201

*Re: European Community, et al. v. RJR Nabisco, Inc., et. al.*  
Case number: 00 Civ 06617 (NGG)

Dear Judge Pohorelsky:

As per your order of December 21, 2000, we are enclosing in a sealed envelope, a copy of the fee agreement with The European Community for your in camera inspection. Upon reviewing the hearing transcript of December 21, 2000, it does not appear that Your Honor ordered us to deliver to you the fee agreements with the Colombian clients. However, if we are in error in this regard, please notify us and we will deliver them to the Court as well.

Although we specifically preserve all objections and privileges attached to these fee agreements, we are not filing a memorandum of law in opposition to your in camera review of The European Community's fee agreement. However, because it is unclear from the transcript whether Your Honor is considering delivering this fee agreement to the defendants, we are delivering to the Court a sealed copy of a memorandum in strong opposition to any entitlement of the defendants to review the fee agreement. If the Court is not considering allowing the defendants to see the fee agreement, we would suggest that the Court keep the memorandum sealed or simply dispose of it. However, if the Court is in any way considering allowing the defendants to review the fee agreement, we would request that the court take note of our memorandum in opposition.

SPEISER, KRAUSE, NOLAN & GRANITO

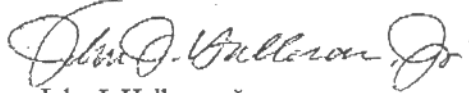
Honorable Viktor V. Pohorelsky

January 8, 2001 - Page 2

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Because our memorandum would itself potentially waive privileges and cause harm to the plaintiff, we would request that the memorandum remain sealed and/or reviewed in camera.

Very truly yours,



John J. Halloran, Jr.

KAM/hmp  
Enclosure

cc: All Counsel (without enclosures)  
See Attached List